

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

MORROW
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FILE: B-220144 **DATE:** November 26, 1985
MATTER OF: A.B. Dick Company

DIGEST:

Protest against the issuance of a delivery order for printing equipment to multiple award Federal Supply Schedule contractor by protester with similar schedule contract is denied where the agency reasonably determined that only on-line equipment would meet its requirement, after the protester demonstrated its equipment, which was not on-line.

A.B. Dick Company (A.B. Dick) protests the issuance of delivery order No. DAKF15-85-F-2077 by Fort Sheridan, Illinois (Army), to Multigraphics for the lease of printing equipment with an option to purchase. The order was placed against Multigraphic's General Services Administration mandatory multiple award Federal Supply Schedule (FSS) contract No. GS-00F-69801. A.B. Dick has a similar FSS contract.

We deny the protest.

A.B. Dick alleges that the delivery order was issued in violation of the Federal Acquisition Regulation (FAR), 48 C.F.R. §§ 8.405-1, 10.001, 10.002 and 10.004(b)(4) (1985), because A.B. Dick offered the Army printing equipment that would meet its needs, is lower in cost, and is operationally as reliable as any product available. The Army responds that the A.B. Dick equipment did not meet the government's minimum needs for an on-line system so it placed the order with Multigraphics.

Under FAR § 8.405-1, an agency must place orders against the multiple award schedules which will result in the lowest overall cost alternative to meet the needs of the government. See Information Marketing International, B-216945.2, Sept. 24, 1985, 85-2 C.P.D. ¶ 325. The determination of the minimum needs of an agency and of which products on the FSS meets these needs is properly the responsibility of the contracting agency. Moreover, government procurement officials who are familiar with the conditions under which supplies and equipment have been and

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will be used are generally in the best position to know what constitutes their minimum needs. Therefore, our Office will not question an agency's minimum need determination unless it clearly involves bad faith or is not based on substantial evidence. The fact that the protester disagrees with the determination does not show that it is unreasonable. See A.B. Dick Company, B-219902, Oct. 17, 1985, 85-2 C.P.D. ¶ 81; Lanier Business Products, Inc., B-212072, Jan. 23, 1984, 84-1 C.P.D. ¶ 94, Baker Manufacturing Company, Inc., B-193963, Aug. 6, 1979, 79-2 C.P.D. ¶ 82.

A.B. Dick demonstrated its equipment to the Army prior to the issuance of the delivery order. However, the Army found that the A.B. Dick system was unsatisfactory because it was not a complete "on-line" operation. "On-line" means the entire reproduction process from platemaking to collating can be done without operator intervention. On A.B. Dick's system, masters have to be manually removed from the "stand-alone" platemaker and loaded onto the printing unit. The Army states that a system with a "stand-alone" platemaker does not satisfy the government's requirements, since it already has two "stand-alone" platemarkers in the plant and requires a more efficient on-line system. Additionally, the Army found that the Multigraphics on-line system would most benefit the government because it totally eliminates operator handling of masters; it has an electronic monitoring system controlling the entire system; it has a double detection system for paper jams; and has compatibility with existing systems and supply inventory.


A.B. Dick takes issue with the Army's evaluation of its equipment citing several instances where the strengths and weaknesses of its equipment were misrepresented in a technical exhibit attached to the agency report on the protest. However, this document was the Army's technical evaluation of A.B. Dick's equipment before it was demonstrated to the Army. After the demonstration, the alleged misrepresentations of A.B. Dick's equipment were not the reasons given by the Army for placing the order with Multigraphics.

While A.B. Dick points out several of its features comparable to the features found on the Multigraphics system, the fact remains that A.B. Dick did not offer on-line equipment. The Army reports that eliminating operator handling of masters through an on-line system will improve the efficiency of the printing. A.B. Dick does not persuasively question that determination. Therefore we cannot find that the Army's determination that A.B. Dick's equipment would not meet its minimum need was unreasonable.

Moreover, A.B. Dick's contention that the delivery order was issued in violation of part 10 of the FAR is without merit because those regulations do not apply to orders placed against multiple award schedules. See FAR, 48 C.F.R. § 38.102-2; A.B. Dick Company, B-219808, Oct. 10, 1985, 85-2 C.P.D. ¶ ____.

Finally, A.B. Dick requests that we overturn our decisions in A.B. Dick Company, B-219808, Oct. 10, 1985, 85-2 C.P.D. ¶ ____ and A.B. Dick Company, B-219902, Oct. 17, 1985, 85-2 C.P.D. ¶ ____, which concern certain orders placed by the Air Force for printing equipment, because of the alleged misrepresentations by the Army in this case. However, A.B. Dick has not presented any errors of law made or information not previously considered in our prior decisions. See 4 C.F.R. § 21.12 (1985).

The protest is denied.


Harry R. Van Cleve
General Counsel